



Attachment 'B'

City of Kerman
850 S. Madera Ave
Kerman, CA 93630
559-550-0956

www.cityofkerman.org

INDEPENDENT INSTRUCTOR AGREEMENT

Instructor: Luisa Aguirre
Mailing Address: 534 S. 17th Street
City, Zip Code: Kerman, CA 93630
Work Phone: 626-264-3983
Other Phone:

Class Title: Exercise Class - Zumba

This Agreement is entered into on **March 26, 2025**, by the City of Kerman, hereinafter referred to as "City" and, Luisa Aguirre, hereinafter referred to as "Instructor". Both parties hereto agree as follows:

1. The city is responsible for managing all aspects of Zumba classes, including scheduling the classes in the Community Center, marketing, and registration.
2. The city retains an independent Instructor to conduct City-scheduled Zumba classes.
3. The instructor shall maintain the premises in a neat, clean, and sanitary condition. The instructor shall not make any alterations to the facility, whether temporary or permanent, without the prior written approval of the City.
4. The Instructor shall conduct said class as indicated per this Agreement. The Parks & Recreation Department Director must approve any deviation before it is initiated.
5. The instructor agrees to conduct the class with a minimum of 5 students and a maximum of the number the facility can accommodate. The instructor may have the option of conducting the class with fewer than the minimum number of students. The instructor is required to hold the first class meeting regardless of the number of pre-registrations; a determination on class cancellation will be made by the City after the first class meeting.
6. The instructor shall be responsible for the following:
 - Provide quality instruction and class content for classes held on Tuesdays and Thursdays from 7:00 to 8:00 PM at the Kerman Community Center
 - Class is to be conducted safely, with all students being treated with respect.
 - Be punctual and well-prepared for all scheduled class sessions.
 - Conduct yourself in a manner that is both appropriate and respectful to the public.

- Communicate with the Recreation Coordinator/Director regarding any problems or conflicts.
 - Provide all necessary supplies/materials needed to conduct the class.
 - Clean and secure the facility with City Staff before departure.
 - Obtain a City of Kerman Business License
7. Compliance with Public Resource Code, Section 5164: a. In the event and to the extent the Contractor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, compliance with the following requirements must be met:
- a. The instructor must comply with the Public Resources Code, Section 5164, which requires them to undergo a criminal background check before the effective date of this Agreement.
 - b. Evidence of compliance shall be presented to the City before this contract is signed by the City for the Instructor and all current employees.
 - c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present to the City each person to be checked, who shall submit to fingerprinting Pursuant to Section 11105.3 of the Penal Code. Based on the said information, the City shall conduct a criminal background investigation of the Instructor and any of their employees performing under this agreement. The Instructor shall pay to the City all costs incurred by the City in performing the said background investigation. The said payment shall be tendered to the City before the Instructor or any of their employees commencing performance hereunder.
 - d. Failure of the Instructor to comply with the provisions of this paragraph shall be grounds for immediate cancellation termination of this contract by the City of Kerman.
8. Term of Agreement: This Agreement shall take effect **on March 26, 2025**, and shall continue until **March 26, 2026**, unless canceled pursuant to Sections 5 and 15 of this Agreement or terminated pursuant to this Section. The City may terminate this Agreement if the Instructor fails to fulfill the requirements under this Agreement. By mutual agreement of City and Instructor, this Agreement may be extended. Conditions and fees may be negotiated at the time of extension.
9. Standard of Performance: Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is understood and agreed that the Instructor has the professional skill, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that the City relies upon the professional skills of the Instructor to do and perform the Instructor's work skillfully and professionally, and Instructor thus agrees

to perform the work so. It is further understood and agreed that the Instructor is aware of the scope of work to be performed under this Agreement, and the Instructor agrees that such work can and shall be performed in a thoroughly competent manner.

10. City shall be responsible for the following:
 - a. Instructor compensation will be paid each month in the amount of 80% of the registration fees collected.
 - b. Class registrations will be handled using city-approved software (Rec1). Registrations can be received either online or in person (walk-in). Registration and waiver forms will be provided.
 - c. The instructor shall receive a roster of participants registered at least once a month. Updated rosters may be provided as new participants register for class as needed.
 - d. The City shall conduct marketing for the program/class. Marketing materials shall include printable media (i.e., flyers and recreation program guides), social media (i.e., City website, Facebook), and email.
11. Insurance: For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Kerman as an additional insured, is required prior to your first class meeting; otherwise, your class will be cancelled.
12. The Instructor shall abide by all applicable laws, City ordinances, and general rules and regulations relating to the activities contemplated herein.
13. Both parties hereto, in the performance of the agreement, will be acting in an independent capacity and not as officers, agents, employees, partners, or joint ventures of one another. In the furnishing of the services provided for herein, the Instructor is acting solely as an independent contractor. Neither the Instructor nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of the City for any purpose. The city shall have no right to control or, supervise or direct the manner or method by which Instructor will perform its work and functions. However, CITY shall retain the right to administer this Agreement to verify that the Instructor is performing its obligations by the terms and conditions thereof.
14. Instructor shall indemnify, defend, and hold City and its officers, officials, employees, agents, and volunteers harmless from and against any and all liability (direct or indirect), including any and all costs and expenses in connection herein, claims, suits, actions, damages and causes of action arising out of the work of the instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-Instructors, or agents, or on Account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work outlined in this Agreement.
15. The instructor understands that the City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient participant numbers or facility unavailability. In such circumstances, the

City shall not be liable for compensation or damage to the Instructor for the remainder of this agreement.

16. This Agreement shall be terminated at the City's discretion should the Instructor fail to fulfill the requirements as specified herein.

This agreement is effective as of the date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF KERMAN

John Jansons, City Manager

DATE: _____

INSTRUCTOR

Luisa Aguirre, Zumba Instructor

DATE: _____